



REQUEST FOR GRANT APPLICATION (RFGA)

Application NO: ADDPC-FFY-12EM-00

Arizona
Developmental Disabilities
Planning Council
1740 West Adams, Suite 410
Phoenix, Arizona 85007

APPLICATION CONTACT PERSON:

Marcella Crane
Contracts Manager
Email: mcrane@azdes.gov
Office: 602-542-8976

GRANTOR:

Arizona Developmental Disabilities Planning
Council (ADDPC)
1740 West Adams, Suite 410
Phoenix, AZ 85007

Description: Small Business Development for Individuals with Developmental Disabilities

Proposal Due Date: August 30, 2012, 3:00 PM Phoenix Local Time

Pre-Proposal
Conference:

August 2, 2012, 2:00 PM at Arizona Developmental Disabilities Planning Council, 1740 West Adams, Suite 410, Phoenix, AZ 85007. If unable to attend in person, teleconferencing is available by dialing 1-877-820-7831, Access Code 235000.

In accordance with A.R.S. § 41-2701 et seq, competitive grant applications for the materials or services specified will be received by the Arizona Developmental Disabilities Planning Council at 1740 West Adams, Suite 410, Phoenix, AZ 85007 until the time and date cited. Applications received by the correct time and date will be opened and the name of each offeror will be publicly read.

Applications must be in the actual possession of the ADDPC on or prior to the time and date and at the location indicated above. Late applications will not be considered.

Applications must be submitted in a sealed envelope or package with the Application number and the offeror's name and address clearly indicated on the envelope or package. All Applications must be completed in ink or typewritten. Additional instructions for preparing applications are included in this notice.

Persons with a disability may request a reasonable accommodation. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the Application contact person responsible for this procurement as identified above.

It is the sole responsibility of the applicant to check the ADDPC website at www.azdes.gov/addpc for any Amendments to this RFGA.

APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE GRANT SOLICITATION.



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Introduction

Program Description

The Arizona Developmental Disabilities Planning Council (ADDPC) seeks to increase employment and stable earnings for individuals with developmental disabilities through integrated and supported self-employment. ADDPC is partnering with the Arizona Department of Health Services (ADHS) and agencies that provide services to the developmental disabilities population to promote the newly established *Home Baked and Confectionary Goods* Program. The *Home Baked and Confectionary Goods* Program results from recent legislation (HB2103) that allows for commercial sales of specific baked and confectionary goods produced in the kitchen of a private home. The *Home Baked and Confectionary Goods* Program will serve as a catalyst to encourage persons with developmental disabilities to launch self-employment.

What is the Arizona Developmental Disabilities Planning Council?

The Developmental Disabilities Planning Council is the State Council on developmental disabilities charged in advocacy, capacity building, and systemic change activities that contribute to a coordinated, consumer – and family-centered, consumer – and family-directed, comprehensive system that includes needed community services, individualized supports, and other forms of assistance that promote self-determination, independence, productivity, and integration and inclusion in all facets of community life for individuals with developmental disabilities and their families.

Application Instructions

This RFGA contains the instructions governing the content and format of the applications to be submitted and the Contract terms and conditions. The RFGA provides Offerors with sufficient information to enable them to prepare and submit applications for consideration by ADDPC.

The RFGA contains the format for submitting the information and the conditions under which the Applicant and the State (the ADDPC) are expected to operate. The Instructions are identified in the Special Instructions and the Uniform Instructions. The Special Instructions are specific to this RFGA. The Special Instructions contain several forms that must be completed as well as specific information that must be provided. The Uniform Instructions are instructions that are contained in State of Arizona solicitations and are included in this Grant Application. Both sets of instructions are equally important and the Offeror is expected to read and comply with all of the instructions.

The Uniform & Special Terms and Conditions, Scope of Work detail the specifics of the services that will be provided. Applicants are cautioned to read the Uniform Terms and Conditions and the Special Terms and Conditions in their entirety.

It is the sole responsibility of the applicant to check the ADDPC website at www.azdes.gov/addpc for any Amendments to this RFGA.

If you have any questions regarding this RFGA, the only person you may contact is Marcella Crane: 602-542-8976, mcrane@azdes.gov. Letters may also be sent to 1740 West Washington, Suite 410, Phoenix, AZ 85007.

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1. REQUIRED REVIEW

Applicants should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by ADDPC at least seven (7) days prior to the application's due date. Protests based on any omission or error, or on the content of the solicitation, may be disallowed if these faults have not been previously brought to the attention of ADDPC as required herein.

In the event of a contract awarded, no plea of ignorance of conditions that exist, or may hereafter exist, or of difficulties that may be encountered in the provision of services under the contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.

2. PRE-APPLICATION CONFERENCE

A Pre-Application Conference will be held at the time and place indicated on the cover sheet; attendance is not required. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of ADDPC's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to ADDPC at the conference. ADDPC will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

3. LETTER OF INTENT

Applicants are strongly encouraged to submit a Letter of Intent. The purpose of a Letter of Intent is to notify the ADDPC of the Applicant's intent to apply for grant funding under this RFGA. Letters of Intent will be used only to gauge the number of expected applications and for planning purposes. Include in your Letter of Intent the amount of funding being requested. Letters of Intent may be emailed to the Contact Name listed on the Cover Page no later than August 17, 2012. Letters of Intent shall remain confidential until final contract award.

4. EXCEPTIONS

Applicants shall indicate any exceptions they have taken to the instructions, terms, conditions or other requirements of the solicitation.

5. APPLICATION OPENING

Applications shall be opened publicly at the time and place designated on the cover page of this document. The name of each Applicant shall be read publicly and recorded. The evaluation documentation shall not be subject to public inspection until after Contract award.

6. OFFER ACCEPTANCE PERIOD

Applications shall be irrevocable offers for 120 days after the application due date.

7. RESPONSIVENESS AND ACCEPTABILITY

Applications may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the application in accordance with the factors identified in the solicitation or other necessary application components. Necessary components include: an indication of the Offeror's intent to be bound, method of approach, price information, and the required forms.

8. EVALUATION

Awards shall be made to the offeror whose application is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation criteria are listed below and they are listed in their relative order of importance.

- a. Methodology;
- b. Experience and qualifications of the organization and personnel; and
- c. Cost effectiveness.

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ADDPC reserves the right to consider historic information and facts, whether gained from the Offeror's application, negotiations, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the applicants, while conducting the application evaluations.

9. COMPETITIVE RANGE

If the Procurement Officer determines that the number of applications that would otherwise be in the Competitive Range exceeds the number at which an efficient competition can be conducted, the Procurement Officer may limit the number of applications in the Competitive Range to the greatest number that will permit an efficient competition among the most highly advantageous applications.

10. CLARIFICATIONS

ADDPC may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in applications. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its application.

11. NEGOTIATIONS

ADDPC reserves the option to conduct negotiations with Applicants who submit applications determined to be in the competitive range or reasonably susceptible of being selected for award. If negotiations are conducted, ADDPC shall issue a written request for final application revisions. Award may be made without negotiations, therefore, offers shall be submitted complete and on most favorable terms.

12. APPLICATION FORMAT AND CONTENT

The Applicant shall **provide one (1) original and five (5) copies of each application.** Applications shall be submitted on the forms and in the format specified in the RFGA. The original copy of the application should be clearly labeled "ORIGINAL." The material should be in the sequence listed below and related to the RFGA. The original and each copy of the application shall be **contained in a separate binder.** **Applications should not be spiral bound or held together with rubber bands, paper clips or binder clips. Telefaxed, Electronic or Late Applications will not be accepted.**

The application shall be typed, single-spaced, with one-inch margins or wider with a 12-point Verdana, Times New Roman or Arial font used. The application shall be presented in the following order:

- A. Offeror and Acceptance Form;
- B. Executive Summary;
- C. Methodology and Timeline;
- D. Project Budget Summary, Match and Budget Narratives;
- E. Disclosure of Other Funding Sources
- F. Applicant's Background Information Form;
- G. Applicant's Organization's Qualifications Questionnaire & Organizational Chart;
- H. Applicant's Personnel Qualifications Questionnaire & Resumes;
- I. Assurance for Non-Construction Programs;
- J. Financial Systems Survey; and
- K. Amendment(s) as applicable.

It is not necessary to return the Uniform Instructions or the Uniform or the Special Terms and Conditions with your application.

Please Note, as indicated in the Uniform Instructions, paragraph D.1, Submission of Offer, each application shall be submitted to the submittal location identified in this solicitation, in a **sealed envelope or container that clearly identifies its contents with the Applicant's name and the RFGA number.**

Failure to include the requested information may have a negative impact on the evaluation of the application.

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13. INSTRUCTIONS FOR PROVIDING THE INFORMATION REQUESTED

- A. **OFFER AND ACCEPTANCE FORM** - The Applicant shall submit two (2) signed originals of the Offer and Acceptance form. Both shall be placed in the "ORIGINAL" binder. The Offer and Acceptance form is the first page of the Contract and can be found in the Exhibits section of this document. If the Offeror's application is accepted, the bottom half shall be completed on behalf of the ADDPC and shall be returned to the Applicant, thereafter known as the Contractor, along with the Uniform Terms and Conditions, the Special Terms and Conditions, the Scope of Work, the Contractor's Methodology and the Price Sheet. These items will constitute the Contract.
- B. **EXECUTIVE SUMMARY** – Provide a one-page narrative overview of the proposed project that includes methods to be used, collaboration efforts, key staffing and the requested dollar amount. The Executive Summary will not be evaluated. It will be used for the convenience of the ADDPC staff and evaluators.
- C. **METHODOLOGY** - The Scope of Work defines the services that the Applicant shall provide (the Scope of Work is located in the Exhibits Section of this RFGA). The Scope of Work is divided into Section I. Background which provides background information and total amount of funding available. Section II. Program Goal and Objectives. Section III. Program Expansion. Section IV. Tasks describe the general activities the Applicant is expected to perform.

The Applicant shall develop the methodology section and label it, "Section IV. Methodology." The Applicant shall provide a detailed description of the method for accomplishing each activity listed in Section IV Tasks. The methodology should list each activity followed by the method.

At a minimum, the methodology shall address the following:

1. A detailed methodology that explains how the Applicant shall perform these activities with specific/quantifiable outcomes;
2. The positions/persons responsible for accomplishment of these activities;
3. Where the major activities will be performed and the resources required completing the activity.
4. **Timeline of Major Activities** - The Applicant shall submit a detailed timeline of major activities of the proposed project that outlines the types of activities that will be undertaken by the Applicant, the staff person responsible for activity, the dates the activity will begin and be completed, and the type of support documentation that will be used to track the completion of the activity. The Timeline shall be considered as part of the Methodology.

The methodology should be limited to the specifics of the how the activity will be accomplished. Attempts to reiterate the Applicants qualifications/experience will be looked upon negatively. Vague descriptions or simple confirmations that the Applicant meets the objective and tasks will be looked upon negatively.

The Applicant may also propose additional services that they believe may be essential to effectively providing the services covered under Required Program Activities or optional services that may be useful in the future. Applicant shall provide separate pricing to cover the costs for these services.

- D. **PROJECT BUDGET** – The Applicant shall submit a detailed budget that covers the total cost for accomplishing the proposed Project. Applicants (individual or joint applicants) may allocate up to 10% of the funds for administrative/indirect costs. Additional instructions on how to compose the Budget and Match requirements can be found in the Exhibit Section, Budget Development Guideline. Applicants must use the Excel spreadsheet for developing the Budget Summary. The Budget categories for allowable costs are listed below:

1. Personnel/Salaries;
2. Fringe Benefits;
3. Supplies/Operating (no Equipment at/over \$5,000);
4. In State and/or Out-of-State Travel;
5. Rent/Space;
6. Contracted Services/Professional Services;
7. Administrative/Indirect Costs;
8. Match

SPECIAL INSTRUCTIONS
APPLICATION NO. ADDPC-FFY-12EM-00

D.1 List all resources that will be needed to implement and administer the strategies/approaches. These resources may include personnel, supplies, rent, travel, professional services, and indirect.

D.2 Match is a requirement. Applicants shall show a 25% cash or in-kind match of the total program costs. It is the responsibility of the applicant to come up with the remaining match dollars. Applicants are prohibited from using other federal dollars that are currently awarded to the applicant as match towards the requested total program costs. In addition, Applicants are prohibited from using a source of funds that is already designated as match towards an existing program and applying it as match towards the proposed project.

D.3 Funding shall be limited to those items specifically listed in the proposed budget and support the scope of work proposed. It is the responsibility of the Applicant to know and understand the applicable OMB circular and basic guidelines for allow-ability and reasonableness of costs. OMB Circulars are located at www.whitehouse.gov/omb/circulars for accessing the correct circular and code of federal regulation for your organization type.

- E. Complete the **Disclosure of Other Funding Sources Form**.
- F. Complete the **Applicant's Background Information Form**.
- G. Complete the **Applicant's Qualifications Questionnaire**.
- H. Complete the **Applicant's Personnel Qualifications Questionnaire**.
- I. Complete the **Assurance for Non-Construction Programs**.
- J. Complete the **Financial Systems Survey**.
- K. **Signed RFGA Amendment(s)** as applicable.

14. **UNIFORM INSTRUCTIONS**

The Uniform Instructions contained in this RFGA are the standard instructions used for State procurements. These instructions shall apply to this RFGA as applicable.

15. **CONFIDENTIAL INFORMATION**

If a person believes that any portion of the application, offer, specification, protest, or correspondence contains information that should be withheld, then the ADDPC shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision as noted in §§ 41-2611 through 41-2616.

16. **DEFINITION OF TERMS**

A. **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an application as non-responsive.

B. **Should:** Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the State may, at its sole option, ask the offeror to provide the information or evaluate the application without the information.

C. **May:** Indicates something that is not mandatory but permissible.

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17. ADDPC'S RIGHTS

Notwithstanding any other provision of the RFGA, ADDPC expressly reserves the right to:

- A. Waive any immaterial defect or informality;
- B. Reject any or all applications, or portions thereof; or
- C. Reissue an RFGA.

18. SUBMISSION OF APPLICATIONS

It is the responsibility of the Applicant to ensure their complete applications are delivered to the Arizona Developmental Disabilities Planning Council at 1740 West Adams, Suite 410, Phoenix, AZ 85007 **by the due date and time**. Allow for such contingencies as heavy traffic, weather, directions, parking, security, etc. Verify that your express delivery service provider delivers packages directly to the above address.

Applicants are cautioned not to rely on next day mail service. The ADDPC is not responsible for packages delivered to locations other than the address listed in the RFGA.

Applications shall not be mailed or dropped off at any other location, including the Arizona Department of Economic Security, Office of Procurement. Applications that are received at other State offices or other locations shall be considered non-responsive and will not be forwarded to the Arizona Developmental Disabilities Planning Council.

BACKGROUND INFORMATION

APPLICATION NO. ADDPC-FFY-12EM-00

Instructions: Complete each item, using attachments where necessary and label your response "Applicant's Background Information Form". Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of your application as non-responsive.

1. Organization's/Individual's Name: _____

Address: _____

Phone Number: _____ FAX: _____ Email: _____

2. The Applicant is (check the appropriate box):

<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Corporation - For Profit <input type="checkbox"/> Corporation - Not For Profit <input type="checkbox"/> Government Entity	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other - Please Describe: _____
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Year Established: _____

3. Authorized Signatory:

(Name and Title of Authorized Signatory) is the signatory to this Contract on behalf of the Contractor and is responsible for the delivery of Contract Services during the term of this Contract.

	YES	NO
4. Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to your business activities? If YES, please attach an explanation.		
5. Has the Applicant, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? IF YES, please attach an explanation.		
6. Does the Applicant have sufficient funds to meet obligations on time under the Contract while awaiting reimbursement from ADDPC? If NO, please attach an explanation.		
7. Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five years? If YES, please attach an explanation.		
8. Have you or has your organization terminated any contracts, had any contracts terminated, had any liquidated damages assessed or been involved in contract lawsuits? If YES, please attach an explanation.		
9. Do you, your staff, any of your relatives, or voting members of your Board of Directors maintain any ownerships, employments, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. §38-502, Conflict of Interest) in any contract, sale, purchase, or service involving the ADDPC? If YES, please attach an explanation.		
10. Has your organization ever gone through bankruptcy? If YES, when? Include the State, District and case number.		

<p style="text-align: center;">APPLICANT'S QUALIFICATIONS QUESTIONNAIRE APPLICATION NO. ADDPC-FFY-12EM-00</p>

Instructions- For the following questions, label your response "Applicant's Qualifications Questionnaire" and indicate the question number that is being addressed. Answer the questions or inquiries in this questionnaire using attachments where necessary.

1. Provide an overview of the company or entity that includes organizational structure, number and location of offices, and number of employees at each location. Also indicate the extent and type of contractual involvement in this Project each location listed will have. Include an Organization Chart to show the lines of responsibility. If your firm is a division or subsidiary of another company or entity, indicate the name and address of the parent entity. Also include a description of the working relationship between the Applicant and the parent entity. Specify what impact, if any, this relationship would have on the Applicant's ability to meet the requirements for services described herein. (Limited to two pages, single sided with one inch margins and number 12 fonts, not including the organizational chart).
2. Briefly describe the company's experience, expertise or qualifications that demonstrate the Applicant's ability to successfully deliver the project proposed. (Limited to three pages, single sided with one inch margins and number 12 fonts).
3. Provide a list of no more than three (3) clients served within the past two (2) years for whom your firm has provided similar services. Include a brief description of services provided. These clients will serve as references; governmental or in-state references are preferred. Be sure to include business name and the name and phone number of a contact person. If clients cannot be provided, provide the name, address, and telephone number of three (3) individuals that can provide a reference check. (Limited to one page, single sided with one inch margins and number 12 fonts).

ANYTHING PROVIDED IN EXCESS OF THE PAGE LIMITS ABOVE WILL NOT BE REVIEWED AND NOT CONSIDERED AS PART OF THE APPLICATION.

APPLICANT'S PERSONNEL QUALIFICATIONS QUESTIONNAIRE
APPLICATION NO. ADDPC-FFY-12EM-00

Instructions: Complete a separate **Personnel Qualification Questionnaire for each person** in an administrative/management or key personnel position. This should include all of those that are directly responsible for providing services listed under the Scope of Work in a paid or unpaid position. If personnel is to be hired, provide a job description addressing questions #5 and #6, with other information as deemed necessary.

1. Name of person: _____

2. Position currently held with Applicant: _____

3. Proposed position for contract service and percentage of time devoted to the contract service: _____ %

4. Number of years with Applicant: _____

5. Identify the primary function(s) of this person in terms of providing services under this Contract: _____

6. Describe the person's work experience, job training and formal education. Attach a resume: _____

ASSURANCE FOR NON CONSTRUCTION PROGRAMS

OMB Approval No. 0348-0040

APPLICATION NO. DDPC-FFY-12EM-00

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to the nondiscrimination in the sale, rental or financing or housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

ASSURANCE FOR NON CONSTRUCTION PROGRAMS**OMB Approval No. 0348-0040****APPLICATION NO. DDPC-FFY-12EM-00**

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276C and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Financial Systems Survey APPLICATION NO. ADDPC-FFY-12EM-00

Name of Contractor: _____

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal funds, the Arizona Developmental Disabilities Planning Council awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State grant or contract within the last two years? If YES, Applicant must also respond to question #5.	<input type="radio"/> YES <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please attach a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	<input type="radio"/> YES <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please attach a complete copy of the most recent audited, reviewed or compiled financial statements.	<input type="radio"/> YES <input type="radio"/> NO
4. Please attach a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted	
5. Has your organization received funding from another state agency within the past two years? If yes, specify the type of grant or contract, name of agency and contract numbers: _____	<input type="radio"/> YES <input type="radio"/> NO
6. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A
7. If you answered YES to question #6, under what section of the IRS code? <input type="radio"/> 501 C (3) <input type="radio"/> 501 C (4) <input type="radio"/> 501 C (5) <input type="radio"/> 501 C (6) <input type="radio"/> Other. Specify: _____	
8. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input type="radio"/> YES <input type="radio"/> NO

B. FUNDS MANAGEMENT

1. Which of the following describes your organization's accounting system?	<input type="radio"/> Manual <input type="radio"/> Automated <input type="radio"/> Combination
2. How frequently do you post to the General Ledger?	<input type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly

Financial Systems Survey APPLICATION NO. ADDPC-FFY-12EM-00

	<input type="radio"/> Other <input type="radio"/> YES <input type="radio"/> NO
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input type="radio"/> YES <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?	<input type="radio"/> YES <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<input type="radio"/> YES <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? NOTE: Those organizations using an indirect cost plan/rate need to attach a copy of the approved Indirect Cost Rate or methodology and calculations in determining the rate.	<input type="radio"/> Direct Charges <input type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate

C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input type="radio"/> YES <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input type="radio"/> YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents?	<input type="radio"/> YES <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input type="radio"/> YES <input type="radio"/> NO

D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<input type="radio"/> YES <input type="radio"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<input type="radio"/> YES <input type="radio"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the organization maintain a system of contract administration to ensure Subgrantee conformance with the terms and conditions of each contract?	<input type="radio"/> YES <input type="radio"/> NO
5. Does the organization maintain written procurement policies and procedures?	<input type="radio"/> YES <input type="radio"/> NO

E. CONTACT INFORMATION

Please provide the following information. In the event that the Arizona Developmental Disabilities Planning Council has questions about this survey, this individual will be contacted.

Prepared By: _____

<p style="text-align: center;">Financial Systems Survey APPLICATION NO. ADDPC-FFY-12EM-00</p>

Job Title: _____

Date: _____

Phone: _____

Fax: _____

Email: _____

F. CERTIFICATION

I certify that this report is complete and accurate, and that the Contractor has accepted the responsibility of maintaining the financial systems.

Signature

G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment.

Number of Attachments (please number each attachment): _____

COMMENTS:

UNIFORM INSTRUCTIONS TO OFFERORS APPLICATION NO. ADDPC-FFY-12EM-00

A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. **"Attachment"** means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. **"Contract"** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. **"Contractor"** means any person who has a Contract with the State.
5. **"Days"** means calendar days unless otherwise specified.
6. **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. **"Offer"** means bid, proposal or quotation.
8. **"Offeror"** means a vendor who responds to a Solicitation.
9. **"Procurement Officer"** means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. **"Solicitation"** means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. **"Solicitation Amendment"** means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. **"State"** means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
4. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. **No Right to Rely on Verbal Responses.** An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
7. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. **Persons With Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language

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interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
- 4.1 Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- 4.2 Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is

UNIFORM INSTRUCTIONS TO OFFERORS

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currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

- 12.1 Special Terms and Conditions;
- 12.2 Uniform Terms and Conditions;
- 12.3 Statement or Scope of Work;
- 12.4 Specifications;
- 12.5 Attachments;
- 12.6 Exhibits;
- 12.7 Special Instructions to Offerors;
- 12.8 Uniform Instructions to Offerors.
- 12.9 Other documents referenced or included in the Solicitation.

13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

14. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

15. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

D. Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly

identified.

2. ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected

3. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

5. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

- 5.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

- 5.2 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.

3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.

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| <p>4. <u>Late Offers.</u> An Offer submitted after the exact Offer due date and time shall be rejected.</p> <p>5. <u>Disqualification.</u> A Offeror (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.</p> <p>6. <u>Offer Acceptance Period.</u> An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.</p> <p>7. <u>Waiver and Rejection Rights.</u> Notwithstanding any other provision of the Solicitation, the State reserves the right to:</p> <p>7.1 Waive any minor informality;</p> <p>7.2 Reject any and all Offers or portions thereof; or</p> <p>7.3 Cancel the Solicitation.</p> | <p>1.1 The name, address and telephone number of the protester;</p> <p>1.2 The signature of the protester or its representative;</p> <p>1.3 Identification of the purchasing agency and the Solicitation or Contract number;</p> <p>1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and</p> <p>1.5 The form of relief requested.</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

F. Award

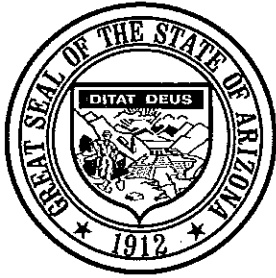
1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests.

A protest shall comply with and be resolved according to Arizona Revised Statutes ARS 41-2704. Protests shall be in writing and be filed with the Arizona Department of ADDPC, Procurement Office. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

<p style="text-align: center;">EXHIBITS APPLICATION NO. ADDPC-FFY-12EM-00</p>

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4. SCOPE OF WORK	PAGE 15
5. BUDGET SUMMARY	PAGE 19
6. BUDGET DEVELOPMENT GUIDELINES	PAGE 20
7. DISCLOSURE OF OTHER FUNDING SOURCES	PAGE 22



STATE OF ARIZONA
OFFER AND ACCEPTANCE
RFGA #ADDPC-FFY-12EM-00

Arizona
Developmental Disabilities
Planning Council
1740 West Adams,
Suite 410
Phoenix, Arizona 85007

	For clarification of this offer, contact:	
(Applicant Name)	Name:	
	Telephone No. & Email	
	Fax No.:	
(Address with 9 digit Zip Code)		
Federal Employer Identification Number Or Social Security Number	Signature of Person Authorized to Sign Offer	Date
DUNS #	Printed Name and Title	

By signature in the Applicant section above, the Applicant certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Applicant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
3. The Applicant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. In Accordance with A.R.S. §35-391 AND §35-393, the Applicant hereby certifies that the Applicant does not have scrutinized business operations in Sudan or Iran.

OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Offer is hereby accepted. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.

This Contract shall henceforth be referred to as Contract Number: ADDPC-FFY-12EM-00

Awarded:

LARRY CLAUSEN, EXECUTIVE DIRECTOR
or Authorized Representative

Date

UNIFORM TERMS & CONDITIONS

APPLICATION NO. ADDPC-FFY-12EM-00

- 1 **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 "Contractor" means any person who has a Contract with the State.
 - 1.5 "Days" means calendar days unless otherwise specified.
 - 1.6 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.9 "Offer" means bid, proposal or quotation.
 - 1.10 "Offeror" means a vendor who responds to a Solicitation.
 - 1.11 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.12 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.13 "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
 - 1.14 "Solicitation Amendment" means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - 1.15 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.16 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
 - 1.17 "State Fiscal Year" means the period beginning with July 1 and ending June 30,
- 2 **Contract Interpretation**
 - 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
 - 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
 - 2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
 - 2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
 - 2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
 - 2.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
 - 2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
 - 3 **Contract Administration and Operation.**
 - 3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
 - 3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2003-22 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
 - 3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
 - 3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the

UNIFORM TERMS & CONDITIONS

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payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may

pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to include taxes in the contractor price and collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these

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- goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the supplier;
 - 4.5.2 Cancel the Contract
 - 4.5.3 Cancel the contract and re-bid the solicitation.
- 5 Contract Changes**
- 5.1 **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
 - 5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
 - 5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.
- 6. Risk and Liability**
- 6.1 **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
 - 6.2 **Indemnification**
 - 6.2.1 **Contractor/Vendor Indemnification (Not Public Agency)**
The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
 - 6.2.2 **Public Agency Language Only** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
 - 6.4 **Force Majeure.**
 - 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 6.4.2 Force Majeure shall not include the following occurrences:
 - 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 - 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 - 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
 - 6.5 **Third Party Antitrust Violations.** The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to

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the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.6.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 **Right to Assurance.** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this

Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 **Non-exclusive Remedies.** The rights and the remedies of the State under this Contract are not exclusive.

8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 **Right of Offset.** The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

Contract Termination

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 **Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the

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| <p>Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.</p> <p>9.3 <u>Suspension or Debarment.</u> The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.</p> <p>9.4 <u>Termination for Convenience.</u> The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.</p> <p>9.5 <u>Termination for Default.</u></p> <p>9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.</p> <p>9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.</p> <p>9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.</p> <p>9.6 <u>Continuation of Performance Through Termination.</u> The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.</p> | <p>10. Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.</p> <p>11. Arbitration
The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).</p> |
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SPECIAL TERMS AND CONDITIONS

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1. TERM OF CONTRACT

The term of the contract shall commence upon date of last signature and shall remain in effect for one year, unless canceled, terminated or extended by amendment as otherwise provided herein.

2. CONTRACT RENEWAL

The contract shall not bind nor purport to bind, ADDPC for any contractual commitment in excess of the original contract period. ADDPC shall have the right, at its sole option, to renew the contract for two (2) one-year periods or a portion thereof. If ADDPC exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price.

3. MULTIPLE AWARDS

In order to ensure adequate coverage, multiple awards may be made.

4. PAYMENT AND REPORTING

2.1 This shall be a cost reimbursement contract based upon the Budget.

2.2 The Contractor shall be paid on a cost-reimbursement basis. The reimbursement amount is to be determined on the cash basis of accounting. The reimbursement request must be submitted no more than monthly and no less than quarterly for those items submitted and approved in the budget inclusively. The Contractor shall furnish ADDPC an original invoice, including copies of all supporting evidence of project expenditures, in sufficient detail to justify payment. The invoice documents shall be separate from the progress report documents and must show expenditures by line item. All documents must identify the contract name and number. The invoice will be processed for payment upon receipt and approval.

2.3 The Contractor shall submit a final reimbursement request no more than forty-five (45) days after the contract end for expenses obligated prior to the date of contract termination. All expenses must be liquidated prior to the final reimbursement request. Requests for reimbursement received later than forty-five (45) days after the contract termination will not be paid. If awarded a contract, your organization must have sufficient funds to meet obligations for up to sixty (60) days while awaiting reimbursements from the Arizona Developmental Disabilities Planning Council.

2.4 Financial reimbursements shall be sent to:

Lani St. Cyr, Fiscal Manager
Arizona Developmental Disabilities Planning Council
1740 West Adams, Suite 410
Phoenix, Arizona 85007
lst.cyr@azdes.gov

2.5 If the Contractor is in any manner in default in the performances of any obligation under this contract, ADDPC may, at its option, in addition to other remedies, adjust or withhold payment until satisfactory resolution of the default. The Contractor shall have the right to written notice from ADDPC of the action in adjusting or withholding payment. Under no circumstances shall ADDPC authorize payment to grantee that exceeds the amount specified in this contract. ADDPC may, at its option, withhold all payment under contract until it has received all reports and deliverables required.

2.6 The Contractor shall submit quarterly progress narrative program reports and a final report summarizing the activities accomplished during the contract period. The ADDPC may, at its option, share final reports with the Council members and/or post final reports to the ADDPC's website. Failure to submit timely narrative reports may result in suspension of reimbursement. The reports shall be due and shall contain such information as deemed necessary by the ADDPC. The ADDPC may require additional outcome measurements as deemed appropriate:

2.7 Programmatic reports shall be sent to:
Marcella Crane, Contracts Manager

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Arizona Developmental Disabilities Planning Council
1740 West Adams, Suite 410
Phoenix, Arizona 85007
mcrane@azdes.gov

- 2.8 The final invoice payment shall not be made until the final programmatic report and all project tasks outlined in the Application have been completed and submitted to the ADDPC. The Contractor shall submit a final report, as described by the ADDPC.
- 2.9 The ADDPC may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract. As requested by the ADDPC, the Contractor shall participate in third party evaluations relative to contract impact in support of ADDPC goals.

3 RELATIONSHIP

The relationship of the Parties is that of independent Contractors. Nothing contained in this Contract will be considered to be the formation of a partnership, joint venture or other legal entity or relationship. Except as expressly agreed by the Parties from time to time during the term of this Contract, neither Party will be authorized to act as or hold itself out to be the agent or representative of, or have the power to legally bind, the other Party in connection with the activities contemplated under this Contract.

- 3.1 Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services, including the services to be completed by any approved Subcontractor, in accordance with the terms and conditions set forth herein.

4 LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

5 AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. Audit of this contract will be conducted pursuant to Office of Management and Budget (OMB) Circular A-133 when applicable.

6 APPLICABLE LAW

This Contract shall be governed and interpreted by the laws of the State of Arizona.

7 RIGHTS IN DATA

The ADDPC may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this Contract.

8 ENTIRE CONTRACT

This Contract, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire Contract between the parties and supersede all understandings, oral or written.

9 NON-DISCRIMINATION

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

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10 SUSPENSION OR DEBARMENT CERTIFICATION

By signing the offer section of the Offer and Acceptance page, the Contractor certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

11 AMERICANS WITH DISABILITIES ACT OF 1990

The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

12 CONFIDENTIALITY OF RECORDS

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

13 AMENDMENTS

13.1 The Contractor shall notify the Contracts Manager of the Arizona Developmental Disabilities Planning Council in writing, thirty (30) calendar days in advance, of any changes in the program that will directly affect service delivery under the terms of the contract. Any change in the contract including Budget and Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the ADDPC Contracts Manager of the State of Arizona. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.

13.2 Total funding may not be modified by the Contractor following award. After award, requests for line item modifications that do not change the Scope of Work or Total Program Funding must be requested in writing. If approval of the change is granted, written authorization from the ADDPC Contracts Manager will be provided.

14 PROGRAM REVIEW AND SITE VISITS

ADDPC has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to ADDPC representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

15 INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Statutory

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each claim	\$1,000,000
Annual Aggregate	\$2,000,000

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- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Developmental Disabilities Planning Council, Suite 410, 1740 West Adams, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona **before work commences**. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Developmental Disabilities Planning Council, Suite 410, 1740 West Adams, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured's under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

SPECIAL TERMS AND CONDITIONS

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16 **INDEMNIFICATION**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

17 **E-VERIFY REQUIREMENT**

- 17.1 The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.).
- 17.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 17.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 17.4 The Arizona Department of Administration retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 17.1.
- 17.5 Questions about E-Verify see website below:
<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD>

18 **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

19 **RECOGNITION OF ADDPC FUNDING**

The Contractor shall agree to recognize and prominently display the ADDPC's Logo on all printed and electronic materials. In addition, the following language shall be displayed on the training materials, "*Partial funding was made available by the Arizona Developmental Disabilities Planning Council through Contract No. ADDPC-FFY-12EM-00*". The ADDPC Logo shall be provided to awarded contracts.

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20 FEES AND PROGRAM INCOME

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

21 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY

Arizona state law requires ADES to conduct a search of the Child Protective Services (CPS) Central Registry for each employee or prospective employee of the Contractor, Subcontractor, or Offeror who provides direct services to children or vulnerable adults. The following shall apply:

- 21.1 The provisions of A.R.S. §8-804, as amended, are hereby incorporated in its entirety as provisions of this Contract.
- 21.2 Background checks through the Central Registry shall be conducted for each employee or prospective employee of the Contractor, Subcontractor, or Offeror who provides direct services to children or vulnerable adults. **Individuals shall not provide direct services to children or vulnerable adults until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to children or vulnerable adults.** If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to children and vulnerable adults served under the ADDPC Contract.
- 21.3 Within thirty (30) days of notification of a pending contract award, the Contractor shall submit the form "**Request For Search Of Central Registry For Background Check**" for each employee or prospective employee of the Contractor, Subcontractor, or Offeror who provides direct services to children or vulnerable adults. The ADDPC shall provide further instructions.
- 21.4 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

22 FINGERPRINTING

The provisions of A.R.S. §46-141, §41-1750, §41-1758.07 as amended, are hereby incorporated in their entirety as provisions of this Contract. For reference, these provisions include, but are not limited to, the following:

- 22.1 As a condition of employment, the employees or prospective employees of the Contractor, Subcontractor or Offeror, whether paid or not, who provides direct services to children or vulnerable adults shall have a valid fingerprint clearance card issued pursuant to provisions of A.R.S. § 41-1758.07 or shall apply for a fingerprint clearance card within seven (7) working days of employment.
- 22.2 The fees associated with obtaining a Fingerprint Clearance Card is an allowable cost for the Applicant to request in the ADDPC budget, under the Budget item Supplies/Operating Expenses. Applicants are encouraged to contact the Arizona Department of Public Safety to request a packet and instructions on obtaining a Level One Fingerprint Clearance Card, as the verification and clearance process may take 5-8 weeks.
- 22.3 Except as provided in A.R.S. §46-141, this Contract may be canceled or terminated immediately if a person employed by the Contractor or Subcontractor, and who has contact with children or vulnerable adults certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 22.4 Employees of the Contractor or Subcontractor, whether paid or not, and who are required or allowed to provide services directly to children or vulnerable adults shall certify on forms provided by the Arizona Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 41-1758.07 (as may be amended).
- 22.5 Volunteers who provide services to children or vulnerable adults under the direct visual supervision of the contractor's employees are exempt from the fingerprinting requirements of this section.

SPECIAL TERMS AND CONDITIONS

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- 22.6 A copy of the fingerprint clearance card shall be included in the employee personnel records of the Contractor or Subcontractor.

23 COMPLIANCE WITH APPLICABLE LAWS

In addition to the terms and conditions in Section 7.6 of the Uniform Terms and Conditions, the following shall apply:

- 23.1 The Contractor shall comply with the requirements related to the reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620, as may be amended.
- 23.2 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352), as may be amended, and 29 C.F.R. Part 93 as may be amended, which prohibit the use of federal funds for lobbying and which state in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

24 TERMINATION FOR DEFAULT

In addition to the terms and conditions in section 9.5 of the Uniform Terms and Condition, the following shall apply:

- 23.1 The ADDPC may immediately terminate this contract if the ADDPC determines that the health or welfare or safety of service recipients is endangered.

25 IT 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. §§41-3531-41-3532, as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

26 INCORPORATION BY REFERENCE

The subject solicitation, including instructions to the Applicants, the specifications or Scope of Work, any Amendments thereto, and the Offeror's application including additional clarification and response, its appendices and attachments, including any approved Subcontracts are hereby incorporated by reference as being part of this Contract as provided herein.

SCOPE OF WORK

APPLICATION NO. ADDPC-FFY-12EM-00

I. Background

The Arizona Developmental Disabilities Planning Council (ADDPC) seeks to increase employment and stable earnings for individuals with developmental disabilities through supported self-employment. The ADDPC is utilizing the newly established *Home Baked and Confectionary Goods Program*, <http://www.azdhs.gov/phs/oeh/fses/goods/index.htm>. The *Home Baked and Confectionary Goods Program* results from recent legislation (HB2103) that allows for commercial sales of specific baked and confectionary goods produced in the kitchen of a private home. The *Home Baked and Confectionary Goods Program* will serve as a catalyst to encourage persons with developmental disabilities to launch self-employment.

The Arizona employment program created for individuals with developmental disabilities will be referred to as **Self-Employment Leads to Freedom – SELF**. The **SELF** Program is to advocate and expand capacity for self-employment in partnership with individuals with developmental disabilities, their families, and others who support them, utilizing the *Home Baked and Confectionary Goods Program*. ADDPC will make funds available for the creation of a comprehensive Arizona self-employment model program centered on small business development, ownership and entrepreneurship. The Program will be designed and personalized to the special needs of each individual and his/her supports.

The total amount of funding available for year one is \$300,000. Multiple awards may be made to ensure adequate coverage. This is a one year contract that may be renewable for two (2) additional one-year periods, or a portion thereof and contingent upon availability of funds. Consideration of Contract renewal will also be based on results of program and fiscal monitoring.

II. Program Goal and Objectives

Goal – In partnership with individuals with developmental disabilities, their families, others who support them, and employers, advocate and expand capacity for employment through establishment of a small business.

Objective 1 - Educate and train at least 30 persons with developmental disabilities, their families, and others who support them about the ADHS *Home Baked and Confectionary Goods Program* and the self-employment options, benefits, and opportunities the Program offers.

Objective 2 - Educate, train and assist at least 30 persons with developmental disabilities, their families, and others who support them to establish and begin a baking business that can expand into a profitable enterprise through the ADHS *Home Baked and Confectionary Goods Program*.

Objective 3 – Assist **SELF** Program participants to sustain a *Home Baked and Confectionary Goods* business to produce products and generate income.

III. Program Expansion

If second and/or third years of services are considered to be in the best interests of the program, the ADDPC will negotiate a revised scope of work and budget that reflects a greater need for program expansion. Program expansion may include providing education and training to all successful participants of the **SELF** Program to assist them in sustaining their operational business enterprise and/or business-market-sales expansion.

IV. Tasks

Task 1: Recruitment/Retention

- a. Recruit individuals with developmental disabilities that are unemployed or underemployed and have an interest in becoming self-employed. Applicant shall conduct a needs assessment that targets the following:

Individuals that reside with a family member;

Individuals that live independently and reside in close proximity to a relative willing to assist the person in setting up and managing a small business;

Individuals that live in underserved and un-served populations in urban, rural and Tribal communities;

SCOPE OF WORK

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- b. Provide orientation that will introduce and explain the **SELF** Program to prospective participants and their support group. The orientation shall consist of 2 initial 1-day sessions; Phoenix location is first with second location to be determined.
- c. Provide a process that allows for those that attended the orientation to conduct self-assessment to determine their continued participation in the **SELF** Program.
- d. Provide a process that will increase and retain **SELF** Program participation.
- e. Provide accurate and factual information on how earned income will affect ongoing eligibility for public benefit programs, including Supplemental Security Income, Social Security Disability, and Arizona Health Care Cost Containment System.

Task 2: Technical Assistance Partnership

- a. Organize and manage or partner with a statewide, sustainable small business technical assistance and outreach center.
- b. Provide a process for coordinating the **SELF** Program and identify their respective roles and responsibilities with each of the following:
 - i. AZ Department of Economic Security Agencies: Rehabilitation Services Administration, Vocational Rehabilitation Services Administration, and Division of Developmental Disabilities.
 - ii. AZ Department of Health Services.
 - iii. Small Business Development agencies and organizations.
 - iv. Agencies that provide public benefits such as Social Security and Medicaid.

Task 3: Training, Education and Support

- a. Provide training curriculum, equipment and resources to educate and train program participants about the *Home Baked and Confectionary Goods* Program in a manner sensitive to the needs of persons with developmental disabilities. Provide in-home, one-on-one instruction and training. Provide classroom instruction and training. Applicant is encouraged to incorporate alternative educational methods and strategies which may include on-line competency-based training in self-employment, live and video conference training sessions, outreach, and other forms of technical assistance to program participants.
- b. Provide training curriculum, equipment and resources to educate and train program participants to produce baked goods acceptable to the *Home Baked & Confectionary Goods* Program that have value and that can be sold at a profit. This shall include:
 - i. Develop a viable business and marketing plan consistent with the *Home Baked & Confectionary Goods* Program to establish a functional small business.
 - ii. Provide additional marketing to support individuals who reside in counties and communities where local health department or government entities impose restrictions on distribution and sales of products.
 - iii. Educating participants in need of start-up capital, financial assistance is available through the Arizona Technology Access Program AZLAT program for the purchase of assistive and adaptive technology; and the micro-loan program *S.E.E.D. Loans* for the purchase of equipment to produce goods or services, computer equipment and software and home modifications. Especially related to outfitting kitchens with equipment and supplies to produce home-baked and confectionary goods.

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- iv. Obtaining a food handler card tailored to and in accordance with specific requirements of local county Health Department or government entity.
 - v. Training on sanitation and hygiene including hand washing, use of hairnets and gloves;
 - vi. Training on food production; food handling; food storage; product shelf-life;
 - vii. Training on labeling requirements; packaging; shipping; distribution and delivery.
- c. Establish a process to track, monitor and provide grant funds, up to \$250, if requested, to participants for operational start-up. Requested grant funds may also be used for initial training and fees to secure food handler card; and miscellaneous supplies to begin production. This shall include a written policy and procedure that covers, at a minimum: application process, financial needs determination, monitoring to ensure compliance and accounting of funds.
- d. Provide education and training on essential communication skills; customer service; business software, hardware; emerging technologies; and equipment for managing and sustaining successful small business and entrepreneurship.
- e. Provide Resource Manual customized to the specific individual needs of participants.
- f. Provide education and training on the uses and utilization of adaptive technology to produce and market home baked products.
- g. Provide education on the impacts of self-employment regarding receipt of public benefits such as Social Security and rules related to employment, how employment earnings affect cash, medical and other benefits and work incentives that help beneficiaries in the transition to work.
- h. Provide on-going consultation and support to participants who have started sales activity to ensure operational success.

Task 4: *SELF* Program Monitoring and Sustainability Plan

- a. Monitor and track participant's progress. This shall include how competencies will be measured. For example, document training individual has received and evaluate if individual's knowledge of phases involved with creation of small business has increased. Describe the strategy to monitor individual's readiness to advance to the next level of maintaining a small business and self-employment.
- b. Assist participants and their families to develop a sustainability plan to ensure participants utilize *Home Baked & Confectionary Goods* to successfully maintain and grow their business by selling products and generating income.

Task 5: Evaluation

Develop an evaluation tool that will document outputs to include the following:

- 5.1 Data, feedback and comments from participants on how the technical assistance received from the ***SELF*** Program will be used to create and sustain small business and entrepreneurship;
- 5.2 Feedback/comments from ***SELF*** Program participants on the effectiveness of the trainers, technical assistance and outreach center, materials, resources, and overall experience and usefulness of the ***SELF*** Program;
- 5.3 Provide Benchmarks, Timelines, Schedules, Calendars, and Dates that identify how and when education, training, comprehension, skills and ability will be measured;

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- 5.4 Specific type of training and technical assistance received by each individual;
- 5.5 To help establish and maintain baseline of productivity; document total number individuals recruited, retained, and completed training; and include the following:
1. Number of individuals and family members who participated and successfully completed trainings;
 2. Number of individuals who have obtained food handler card;
 3. Number of individuals who have registered with the Arizona Department of Health Services *Home Baked and Confectionary Goods* Program;
 4. Number of individuals who have established approved recipes for *Home Baked and Confectionary Goods*;
 5. Number of individuals making products and selling *Home Baked and Confectionary Goods*;
 6. Number of individuals who have developed business plans;
 7. Number of individuals who have developed marketing plans;
 8. Number of businesses started as a result of the **SELF** Program;
 9. Number of identified *Home Baked and Confectionary Goods* products for each business;
 10. Volume of *Home Baked and Confectionary Goods* products produced and sold for each business;
 11. The volume of sales by quarter of *Home Baked and Confectionary Goods* produced by individuals who participate in the **SELF** Program;
 12. The amount of individual income earned by each participant;
 13. By end of the first Contract year, track the number of individuals and businesses still in operation, selling product and generating income;
 14. By the end of the first Contract year, track the number of other types of self-employment achieved due to participation in the **SELF** Program.

BUDGET SUMMARY
APPLICATION NO. ADDPC-FFY-12EM-00

Budget Request Form

Contractor Name: _____

Contractor Address: _____
Street Address City State Zip

Project Name: _____

Budget Category	Requested ADDPC Funds	Non-Federal Cash Match	Non-Federal In-Kind Match	Total Program Cost
Personnel/Salaries				-
Fringe Benefits				-
Supplies / Operating Expenses				-
Travel				-
Rent or Cost of Space				-
Contracted Services / Professional Services				-
Administrative / Indirect Costs				-
Total Costs	-	-	-	-

It is understood that Non-Federal Funds identified in this budget will be used to match only ADDPC Federal Funds, and will not be used to match any other Federal Funds during the period of the ADDPC funded Project.

Additional description and background information shall be included as a budget narrative, including for match. The contractor agrees to submit additional background information to the ADDPC upon request.

Name of Certifying Official

Title of Certifying Official

Phone

Email

BUDGET SUMMARY

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Budget Narrative Sample for Requested Funds and for Match

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items that funds are being requested for. The budget narrative should explain the criteria used to compute the budget figures on the budget form.

A budget narrative should also be provided for Match, by listing each Matching Funds Source. Please verify that the narrative and budget forms correspond and the calculations and totals are accurate. This is a federal requirement per the DD Act.

Each budget summary and narrative shall be in accordance with the Office of Management and Budget (OMB) grant circulars that pertain to your organization or entity. Please visit www.whitehouse.gov/omb/circulars for accessing the correct circular and code of federal regulation. It is the responsibility of the Applicant to know and understand the applicable circular and basic guidelines for allow-ability of costs.

Personnel/Salaries: Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. If you need additional fiscal personnel to manage this grant, include those costs also. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also be sure to include the scheduled salary increases on the Budget Form.

All organizations that receive Federal funds are required to maintain appropriate documentation to support salaries and wages. All organizations will be monitored to assure compliance with this requirement. Please review the appropriate Federal Cost Principal and OMB Circular for your organization.

Fringe Benefits: Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.

Supplies/Operating Expenses: Explain each supply item or categories of like-supplies to be purchased, how the costs were determined and justify the need for the items. Items with a unit cost less than \$5,000 are considered supplies and should be listed in this category. All purchases should be made according to the Applicant's written procurement policy, which at a minimum must contain the federal procurement guidelines for federal grants. Equipment costs at/over \$5,000 are unallowable.

Travel: Travel costs are according to the State of Arizona Travel written policy and can be located at <http://www.gao.az.gov/travel/default.asp>. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel and the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). The Arizona Developmental Disabilities Planning Council reserves the right to determine the reasonableness of those rates, in accordance with the State of Arizona Travel written policy.

Rent or Cost of Space: Costs for rental space are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased. Define how the cost for rental space was determined and the justification for charging the cost to the grant.

Contracted Services / Professional Services: If contracted services/professional services are proposed in the budget, define how the costs for these services were determined and provide the justification for the services related to the project. This category includes Evaluation Services. Information for Evaluation Professional Services should include who will be performing the evaluation, the type of work to be performed, and how the costs/rates are determined. Explain how all contracts will be procured.

Administrative / Indirect Costs: Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular project costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in the Office of Management and Budget Circulars 2 CFR 220, 2 CFR 225, and 2 CFR 230.

BUDGET SUMMARY

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Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Option A: Administrative Costs: With proper justification, Applicants may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request. Administrative costs may include direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project. If you chose Option A, provide a listing of the items included in this category and a copy of the written allocation policy for these costs.

Option B: Federally Approved Indirect Costs: If your organization has a federally approved indirect cost rate agreement in place, Applicants are only allowed to include an allocation for indirect costs for up to 10% of the grant request. The forgone costs (difference between the ADDPC cap and the approved Indirect Rate) can be used as Match towards the project. Applicants must provide a copy of their federally approved indirect cost rate agreement with the application.

Match: Match may either be in the form of Cash or In-Kind, and must be documented. Per the requirements of the DD Act, organizations must contribute 25% Match towards the total program costs. Match is a requirement for each application, pursuant to the DD Act - Section 126 (a)(1) and Section 126 (a)(2). The ADDPC will only fund 75% of the total program cost; therefore, it is the responsibility of the Applicant to come up with the remaining match dollars to fund the full program costs.

Applicants are prohibited from using other federal dollars that are currently awarded to the applicant as Match towards the requested total program costs. In addition, applicants are prohibited from using a source of funds that is already designated as Match towards an existing program and applying it as Match towards the proposed project

Disclosure of Other Funding Sources

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the proposed program. This table should include **only those funds that will support the program** detailed in this application (excluding any anticipated ADDPC funding).

Type of Funding (Federal, State, Local, Other)	Received From	Amount	Ending Date	✓ If Used for Match on this Grant

Authorized Signature: _____ Date: _____

Job Title: _____

**END OF RFGA
ADDPC-FFY-12EM-00**